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Amendment No.
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### RIVER FALLS MUNICIPAL UTILITIES

# Voluntary Community Solar Pilot (Limited Participation)

## Purpose and Availability

Available to any metered retail utility electric customer who subscribes to a Community Solar project ("Project") by: (i) paying the applicable one-time subscription fee ("Customer Subscription Fee"); and (ii) entering into a Community Solar Participant Agreement with the utility ("Participating Customers"). The principal focus of this Community Solar program is to provide the benefits of local solar photovoltaic Projects to Participating Customers, who in exchange for providing upfront contributions toward the Project cost, receive monthly financial bill credits based upon their levels of contribution and the electrical output (alternating current) of the Project ("Production Credit"). Each Project is sponsored by the utility and developed by WPPI Energy ("WPPI"), the municipal electric company of which the utility is a member.

# **Application**

Under this program, WPPI will own or purchase the output of one or more Projects totaling in the aggregate 1,000 kW or less. Each Project will: (i) consist of a photovoltaic electric generating installation having a generating capacity nameplate rating of not less than 100 kW and not more than 1,000 kW ("Project Nameplate kW"); (ii) have an executed interconnection agreement with the utility; and (iii) be located in the utility's electric service territory.

Each Participating Customer in a Project will pay the applicable Customer Subscription Fee to the utility. The Customer Subscription Fee will be based upon the Participating Customer's participation level in a Project ("Customer Subscription kW"), which will be available in whole increments of solar panels. Any Residential Service customer may participate up to a maximum level of 10 kW per customer service meter. The participation level for customers in other rate classes may not exceed the expected average annual usage of the customer as determined by the utility on a case-by-case basis, with a maximum level of 75 kW per customer service meter. Subscribers will be enrolled on a first come, first served basis.

#### Customer Subscription Fee and Production Credit Rate

For the term of the Community Solar Participant Agreement, which shall not be less than 20 years from the date of commercial operation of a Project, each Participating Customer will receive a monthly production-related credit on their retail electric bill in an amount calculated as follows:

Customer Subscription kW
Project Nameplate kW x Monthly Project Energy Production (kWh) x Rate(\$/kWh)

For [River Falls Community Solar Project I] the Customer Subscription Fee is \$[XXXX] per kW.

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# Voluntary Community Solar Pilot (Limited Participation)

Participating Customers may elect at the time of payment of the Customer Subscription Fee to purchase the environmental attributes associated with their Customer Subscription kW for the term of their Community Solar Participant Agreement. In such case, the utility will cause the environmental attributes associated with the Customer Subscription kW to be tracked in the Midwest Renewable Energy Tracking System (or similar program) and retired on behalf of the Participating Customer.

If a Participating Customer does not elect to purchase the environmental attributes associated with their Customer Subscription kW, such attributes will remain the property of WPPI.

For Participating Customers electing to purchase the environmental attributes, the initial Rate is \$0.076 per kWh, subject to review and adjustment as part of a regular rate case for the utility, or not longer than every five years, whichever comes first. The Rate will be subject to adjustment every five years after review and approval by the Public Service Commission of Wisconsin.

For Participating Customers that do not elect to purchase the environmental attributes, the initial Rate is \$0.078 per kWh, subject to review and adjustment as part of a regular rate case for the utility, or not longer than every five years, whichever comes first. The Rate will be subject to adjustment every five years after review and approval by the Public Service Commission of Wisconsin.

All Customer Subscription Fees paid to the utility by Participating Customers will be forwarded to WPPI and used by it to offset the costs of funding the Project to which the Customer Subscription Fees apply. Subscriptions will be cancelled and Customer Subscription Fees refunded to Participating Customers if the Project does not reach commercial operation.

#### Subscription Transfer

A Participating Customer may transfer some or all of the Customer Subscription kW in a Project from the Participating Customer's service address by completing a notification of transfer form provided by the utility: (i) transferring the Customer Subscription kW (and monthly Production Credits) to another electric service meter of the Participating Customer within the utility's service territory; or (ii) transferring the Customer Subscription kW (and monthly Production Credits), and assigning their rights under the Community Solar Participant Agreement to another electric customer of the utility. In either case, the maximum aggregate kW subscription level limitations described above for each customer service meter shall apply to the transferee meter following the transfer. In the event that a transfer of Customer Subscription kW to another customer service meter of the Participating Customer would cause the aggregate subscription level limit to be exceeded, the Participating Customer may resell to the utility the excess portion of the Customer Subscription kW

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## RIVER FALLS MUNICIPAL UTILITIES

# **Voluntary Community Solar Pilot (Limited Participation)**

at a percentage of the Customer Subscription Fee based on the Schedule of Utility Purchase Values ("Schedule") found below. For purposes of the Schedule, Year 1 begins on the date of commercial operation of a Project, and the first day of each subsequent year is the anniversary date of commercial operation.

If a Participating Customer moves out of the utility's service territory or for other reasons ceases to be an electric customer of the utility, in addition to the transfer options described above, the Participating Customer may resell to the utility the Customer Subscription kW at a percentage of the Customer Subscription Fee based on the Schedule. If a Participating Customer does not transfer or resell the Customer Subscription kW within 90 days of the date on which the Participating Customer ceases to be an electric customer of the utility, then the Customer Subscription kW (and monthly Production Credits) shall be applied to the succeeding electric account holder of the service address. The succeeding electric account holder must execute a Community Solar Participant Agreement within 90 days of transfer of the Customer Subscription kW to their electric account. If the new utility account holder does not sign a Community Solar Participating Agreement within 90 days, then the Customer Subscription kW (and monthly Production Credits) shall cease to be applied to any customer utility account.

If the utility purchases Customer Subscription kW from a Participating Customer ("Utility kW"), it may resell the Utility kW to another utility electric customer at a percentage of the Customer Subscription Fee based on the Schedule at the time of such resale by the utility.

	Sched	ule of U	tility Purchase	Values	11
	Percent of Subscription		Percent of Subscription		Percent of Subscription
Year	Fee	Year	Fee	Year	Fee
1	90	8	20	15	0
2	80	9	10	16	0
3	70	10	5	17	0
4	60	11	5	18	0
5	50	12	5	19	0
6	40	13	0	20	0
7	30	14	0		

For transfers that do not coincide with the utility's billing cycle, the production-related credits for the month in which the transfer occurs will be applied to the transferee's bill.

Except as provided herein, no refund of any portion of the Customer Subscription Fee will be paid to a Participating Customer by the utility upon transfer or termination.

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#### RIVER FALLS MUNICIPAL UTILITIES

# Voluntary Community Solar Pilot (Limited Participation)

#### Terms and Conditions

- 1. In addition to the Rate above, all terms and conditions of delivery of the applicable rate schedule under which the customer is currently served are applicable.
- 2. Each Participating Customer must enter into a Community Solar Participant Agreement with the utility. The Community Solar Participant Agreement will have a term of not less than 20 years, as determined by WPPI, from the commercial operation date of the Project.
- 3. All Project capacity and energy produced, and all Project environmental attributes not purchased by Participating Customers remain the property of WPPI.
- 4. The utility will use meter data measuring the output of the Project to calculate the monthly credit due to each Participating Customer, which will be included as a Production Credit on the Participating Customer's utility bill. The monthly Production Credit will not exceed the total monthly utility bill. Any excess Production Credit will be rolled over and applied to the next month's utility bill, and any unapplied Production Credit remaining at the end of the term of the Community Solar Participant Agreement will be paid out to the Participating Customer. The month to which the Project Production Credit is applicable will not necessarily match the billing period for the retail electric service bill in which the Project Production Credit is applied.
- 5. The utility will use commercially reasonable efforts to ensure that WPPI causes the Project to be operated and maintained in a manner consistent with prudent utility practice.
- 6. This program is limited and subject to WPPI's development of Projects and the maximum subscription capacity of each Project determined by WPPI.
- 7. The utility reserves the right to deny or terminate subscriptions of Participating Customers under this tariff to customers in arrears with the utility.